

Attachment 2  
Judicial Council Standard Terms and Conditions

**EXHIBIT A**  
**STANDARD PROVISIONS**

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the Judicial Council may proceed with the Work in any manner it deems proper. The cost to the Judicial Council to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the Judicial Council, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in the performance of Work under this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

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7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

*END OF EXHIBIT*

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**EXHIBIT B**  
**SPECIAL PROVISIONS**

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A.** “**Acceptance**” means the written acceptance issued to the Contractor by the Judicial Council after the Contractor has completed a Deliverable, or other Contract requirement, in compliance with the Contract Documents, including without limitation, Exhibit D, Work to Be Performed, and Exhibit E, Attachment 1, Acceptance and Sign-Off Form.
- B.** “**Administrative Director of the Courts**” refers to that individual, or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- C.** “**Amendment**” means a written document issued by the Judicial Council and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D.** “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E.** The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
- F.** The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G.** “**Court**” means the Superior Court of California, County of **TBD**.

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- H.** “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I.** “**Day**” means calendar day, unless otherwise specified.
- J.** “**Deliverable(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance.
- K.** “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the Judicial Council are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- L.** “**Judicial Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
- M.** “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- N.** “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- O.** “**Project**” or “**Legal Services Project**” shall refer to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council’s representatives.
- P.** “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Contractor to stop all, or

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any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.

- Q.** “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- R.** “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
- S.** “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.
- T.** “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Work may be defined to include Tasks, and/or Deliverables, as required by the Contract.
- U.** “**Year**” will be describe each 12-month period of the Agreement, defined to include Tasks, and/or Deliverables, as required by the Contract. “Year” shall de defined to include First Year, Second Year and Third Year, as required by the Contract.

2. Termination Other Than for Cause

- A.** In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the Judicial Council may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B.** If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

3. Judicial Council's Obligation Subject to Availability of Funds

- A.** The Judicial Council's obligation under this Agreement is subject to annual budget appropriations of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or

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remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.

- B.** Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
  
- C.** Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

4. Stop Work

- A.** The Judicial Council may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree (“**Stop Work Order**”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
  
- B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

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- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
    - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
  - C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Judicial Council's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
  - D. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.
5. Agreement Administration / Communication
- A. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.
    - i. Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered the Project Manager as follows:

TBD, Project Manager  
Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688
    - ii. Other than for Notices, the Project Manager may be contacted as follows:

TBD, Project Manager  
Telephone: 415-865-TBD  
Facsimile: 415-865-TBD  
Email: TBD@jud.ca.gov
    - iii. Notice to the Contractor shall be directed in writing to:

Contractor; TBD  
Attn: TBD  
Address1: TBD  
Address2: TBD

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iv. Other than for Notices, the Contractor may be contacted as follows:

Attn: TBD  
Telephone: TBD  
Facsimile: TBD  
Email: TBD

6. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the Judicial Council's satisfaction and in compliance with the Nondiscrimination / No Harassment Clause, as set forth in this Exhibit B.

7. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

8. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

9. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

10. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.



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11. Audit

The Contractor shall permit the authorized representative of the Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the Judicial Council under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

12. Insurance Requirements

**A.** Insurance. Without limiting Contractor's indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.

- i. Workers' Compensation—A program of Workers' Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer's Liability with at least \$1,000,000 per accident. This coverage shall not be required when Contractor has no employees.
- ii. Commercial General Liability Insurance—Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The policy shall provide limits of at least \$500,000 per occurrence and a general aggregate limit (other than products/completed operations) of at least \$1,000,000, and at least \$500,000 premises and operations limit.
- iii. Commercial or Business Automobile Liability Insurance (or Personal Automobile Insurance if Contractor is an individual with no transportation or hauling responsibilities under this Agreement)—Covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$500,000 per occurrence.
- iv. Professional Liability Insurance—Covering malpractice in the performance of Work under this Agreement. Management liability errors and omissions insurance with a general aggregate and per claim limit of at least \$1,000,000 annual aggregate and Lawyer's Professional Liability of at least \$500,000 each claim in the aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the termination and acceptance of all work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

**B.** Additional Insured Endorsements. All policies required in subsection A, above, with the exception of Workers' Compensation, Personal Automobile Liability, and Professional Liability, must be endorsed to name the following as additional insureds with respect to

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liabilities arising out of the performance of Work under this Agreement:

- i. The Judicial Council, the Court, its judges, its subordinate judicial officers, its court executive officers, its court administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.
- C.** Required Policy Provisions. Each policy required in subsection, A above must provide that:
- i. The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the Judicial Council
  - ii. The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability
  - iii. The Judicial Council will receive fifteen (15) days' advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in section 17 of this Exhibit.
- D.** No Reduction or Limit of Contractor's Obligation. Insurance effected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Judicial Council. Acceptance of Contractor's insurance by the Judicial Council shall not relieve or decrease the liability of Contractor hereunder.
- E.** Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the Judicial Council certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Judicial Council, evidencing that all required insurance coverage is in effect. The Judicial Council reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.
- F.** Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Contracts Manager of Branch Accounting and Procurement | Administrative Division, by mail, at the following address: Judicial Council, Contracts Manager, Branch Accounting and Procurement | Administrative Division, 455 Golden Gate Avenue, 6th Floor, San Francisco, CA 94102-3688. Contractor shall promptly submit a written report, in such form as may be required by the Judicial Council, of all accidents, which occur in connection with this Agreement. The report must include at least the following information:
- i. Name and address of the injured or deceased person(s);
  - ii. Name and address of Contractor's subcontractor, if any;
  - iii. Name and address of Contractor's liability insurance carrier;
  - iv. A description of the circumstances surrounding the accident, whether any of the

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Judicial Council's equipment, materials or staff were involved and the extent of damage to Judicial Council and/or other property; and

- v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Work.

13. Confidentiality

- A. Both the Judicial Council and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Judicial Council's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the Judicial Council that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

14. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of state funds or that are sponsored by the Judicial Council if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following: Former Judicial Council employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of

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separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

15. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Judicial Council will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

16. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

17. Americans with Disabilities Act

By signing this Agreement, Contractor assures the Judicial Council that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

18. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

19. Permits and Licenses

The Contractor shall observe and comply with all Federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

20. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

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21. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

22. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

23. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

24. Judicial Branch Contracting Law Provisions

This JBCL Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this section 24, (i) “Agreement” refers to the agreement into which this section is incorporated, (ii) “JBE” refers to the California Judicial Branch Entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

**24.1 Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

**24.1.1 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.

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24.1.2 **National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

24.1.3 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

24.2 **Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

24.2.1 **Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

24.2.2 **Agreements over \$50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

24.2.3 **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provisions of benefits on the basis of an employee's or dependent's actual or perceived gender identity. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. **Contractor certifies, under penalty of perjury**, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); and (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil

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Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

**24.2.4 Agreements for Services over \$200,000 (Excluding Consulting Services).**

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

**24.2.5 Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

**24.2.6 Agreements for the Purchase of Goods.** [Left Blank]

**24.2.7 Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**24.2.8 Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.

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**24.2.9 Agreements relating to DVBE Incentive.** [Left Blank]

**24.2.10 Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**24.2.11 Agreements for Legal Services.** [Left Blank]

**24.2.12 Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**24.2.13 Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

**24.2.14 Agreements that the JBE Cannot Terminate for Convenience.** The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for nonavailability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

**24.2.15 Agreements relating to small business preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of



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this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

25. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the Judicial Council.

*END OF EXHIBIT*

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**EXHIBIT C**  
**PAYMENT PROVISIONS**

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Allowable Expenses”** means the expenses limited to capital additions (e.g. furniture, and equipment), contract services to clients, contract services to program and contract services with partners.
- B. **“Blended Hourly Rate”** means the per hour rate for the attorney, and includes the following expenses in support of the Project: paralegals, other staff, employee benefits, space, equipment rental and maintenance, supplies, printing and postage, telecommunications, travel, training, library, insurance, audit, evaluation, and all other overhead costs.
- C. **“Lead Legal Services Agency”** or **“Lead Agency”** means the central point of contact for receipt of referrals to the project and to make determinations of eligibility based on uniform criteria and responsible for case assessment and direction.
- D. **“Legal Services”** means legal representation and assistance in the areas of law for which services will be provided and the expertise of staff members who will be responsible for the Work under this Agreement.
- E. **“Term”** means the number of years the Agreement shall be in effect. The First Year shall be October 1, 2017 through September 30, 2018; Second Year shall be the first option term with an effective date of October 1, 2018 through September 30, 2019 and the Third Year shall be the second option term with an effective date of October 1, 2019 through September 30, 2020.

2. Contract Amount

For performing the Work of this Agreement in the-First Year, as set forth in Exhibit D-Work to be Performed, the Judicial Council shall compensate the Contractor at the actual, not to exceed amounts set forth in Table 1, below.

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3. Compensation for Contract Work

A. Payment for each Year of the Agreement shall be in accordance with Table 1, below.

**Table 1. Annual Maximum Compensation Per Year**

<u>Year</u>	<u>Fiscal Year</u>	<u>Not to Exceed for Legal Services (i)</u>	<u>Not to Exceed Allowable Expenses (ii)</u>	<u>Amount</u>	<u>Invoices Due By</u>
October 1, 2017 – September 30, 2018	2017-2018	[TBD]	[TBD]	[TBD]	April 30, 2020
October 1, 2018 – September 30, 2019	2018-2019	[TBD]	[TBD]	[TBD]	April 30, 2021
October 1, 2019– September 30, 2020	2019-2020	[TBD]	[TBD]	[TBD]	April 30, 2022

- i. Not-to-exceed Legal Services includes all expenses specified in the Blended Hourly Rate, as defined, above in Section 1B Blended Hourly Rate.
- ii. Not-to-exceed Allowable Expenses includes expenses, as defined above in Section 1A, Allowable Expenses.”

B. Legal Services. Contractor shall bill separately for the Blended Hourly Rate per Year specified in Table 2 below, for each attorney hour of legal service that Contractor performs on behalf of the Project, which includes:

- i. Full and limited scope representation, self-help legal assistance, legal education, training, coordinating with partner providers and the courts, participating in evaluation activities, and necessary administrative tasks for the project.
- ii. The parties agree that the Work will require a minimum of **1505** hours per Attorney for the Lead Agency per Year.

**Table 2. Compensation for Legal Services Per Year**

<u>Year</u>	<u>Not To Exceed Blended Hourly Rate</u>
October 1, 2017 – September 30, 2018	[\$[TBD] per hour per [TBD] attorney
October 1, 2018 – September 30, 2019	[\$[TBD] per hour per [TBD] attorney
October 1, 2019 – September 30, 2020	[\$[TBD] per hour per [TBD] attorney

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- C. Allowable Expenses. The Contractor shall bill separately for the Allowable Expenses as defined in 1A above.

**Table 3. Compensation for Allowable Expenses**

Year	Not To Exceed per Year for Allowable Expenses
October 1, 2017 – September 30, 2018	[\$TBD]
October 1, 2018 – September 30, 2019	[\$TBD]
October 1, 2019 – September 30, 2020	[\$TBD]

4. Taxes

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

5. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Deliverables, as set forth in Exhibit D, Work to be Performed, within thirty (30) days after the end of each month. After receipt of invoice, the Judicial Council will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The Judicial Council will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number.
  - ii. An unique invoice number.
  - iii. The Contractor's name and address.
  - iv. The taxpayer identification number (the Contractor's federal employer identification number).
  - v. Billing period.
  - vi. The total number of attorney hours expended on the Project during the billing period.
  - vii. The appropriate Blended Hourly Rate.
  - viii. Breakdown of Allowable Expenses.
  - ix. preferred remittance address, if different from Contractor's address.

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Ktr - TBD  
Attn - TBD  
remit address - TBD  
remit address -TBD

- C.** The Contractor shall submit one (1) original and one (1) copy of invoices to:
- Judicial Council of California  
c/o Center for Families, Children and the Courts  
Attention: TBD, Judicial Council Project Manager  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102-3688
- D.** Invoices must be printed on a printed bill head or on an invoice form provided by the Judicial Council and signed by the finance representative.
- E.** Contractor must submit monthly invoices and corresponding timesheets for the hours billed, as follows:
- i. Timesheets must reflect all hours expended by attorneys for Lead Agency
  - ii. Timesheets must show hours of all partner organizations
  - iii. Timesheets must coincide with one or more pay periods
  - iv. Timesheets must be signed by the attorney and authorized approver
  - v. Timesheets must be in the form designated by the Judicial Council
- F.** Contractor must have written agreements with all partnership organizations that perform Work on the Project. Contractor must submit copies of all such agreement to the Judicial Council Program Manager.
- G.** Contractor must include documentation as specified by the Judicial Council for allowable expenses.
- vi. Contractor must submit adequate backup documentation with all invoices from Subcontractors to substantiate expenses claimed.
  - vii. Within 10 business days of receipt by Contractor of payment from the Judicial Council for a Subcontractor invoice, the Contractor must submit check dates and check numbers or other approved documentation substantiating their payment to each Subcontractor, to the Judicial Council. The subsequent Contractor invoice payments will await the check numbers/check dates

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information or other approved documentation before being processed by the Judicial Council.

- viii. Contractor must retain original invoices and receipts for all Allowable Expenses and provide copies to the Judicial Council Project Manager upon request.
- H.** Whenever payment is withheld, Judicial Council Project Manager will provide Contractor with specific reasons and will advise Contractor of the action that must be taken to receive payment.
- I.** The Judicial Council will endeavor to pay Contractor within sixty days of receipt and approval of Contractor's invoice. The Judicial Council will not be in breach of this Agreement for failure to pay an invoice within sixty days, unless:
  - i. The Judicial Council has received a reasonably detailed written notice of late payment from Contractor; and
  - ii. The Judicial Council has not made the delinquent payment(s) within thirty days of the Judicial Council's receipt of such notice. In no event will the Judicial Council be in breach of this Agreement for failure to pay Contractor's Invoice within sixty days, the Judicial Council's failure to pay is the result of the Legislature's failure to approve and adopt a budget in a timely manner.
- J.** In no event shall the Judicial Council be liable for interest or late charges for any late payments.

6. Disallowance

If the Contractor claims or receives payment from the Judicial Council for a service or reimbursement that is later disallowed by the Judicial Council, the Contractor shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

7. Payment Does Not Imply Work Is Accurate

Payment by the Judicial Council shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

8. Most Favorable Price

The Contractor agrees that no other customer will receive better rates for substantially similar services offered under substantially similar terms and conditions when the volume of

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business from such other customers is equal to or less than the volume of business the Judicial Council delivers under this Agreement.

*END OF EXHIBIT*

**EXHIBIT D**  
**WORK TO BE PERFORMED**

**1. DEFINITIONS**

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

**2. STATEMENT OF THE WORK**

The Contractor will provide legal services as a legal services provider for the Superior Court under the Sargent Shriver Civil Counsel Act.

1. INTRODUCTION - THE SARGENT SHRIVER CIVIL COUNSEL ACT

- A. The Sargent Shriver Civil Counsel Act provides that commencing in fiscal year 2011–2012, one or more pilot projects selected by the Judicial Council will be funded to provide legal representation and improved court services to low-income parties on critical legal issues affecting basic human needs. Each pilot project will be operated by a qualified Lead Agency working in collaboration with its local Superior Court.
- B. The purpose of the pilot projects (Project) is to improve timely and effective access to justice in civil cases and thereby avoid undue risk of erroneous court decisions resulting from the nature and complexity of the law in the specific proceeding or the disparities between parties in legal representation, education, sophistication, language proficiency, and lack of access to self-help or alternative dispute resolution services.
- C. Selected legal services agencies will provide legal representation to low-income Californians who are at or below 200 percent of the federal poverty level and need representation in one or more of the following areas:
  - i. Housing-related matters;
  - ii. Domestic violence and civil harassment restraining orders;
  - iii. Elder abuse;
  - iv. Guardianship of the person;
  - v. Probate conservatorship; or
  - vi. Child custody actions by a parent seeking sole legal or physical custody of a child, particularly where the opposing side is represented.
- D. Among the highest priorities will be pilot projects that provide legal representation in child custody cases in which a parent is seeking sole legal or physical custody, particularly when one side is represented and the other is not. Up to 20% of available



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funding shall be allocated for pilot projects that provide representation in child custody cases.

- E. Each Project must be a partnership between the court, a qualified legal services project that shall serve as the lead agency for case assessment and direction, and other legal services providers in the community. To the extent practical, legal services agencies must identify and make use of pro bono services from attorneys in order to maximize available services efficiently and economically.
- F. Selected court partners will be required to implement improved court procedures, training, case management and administration methods that reflect best practices to ensure that eligible low income unrepresented parties in the proposed areas of law have meaningful access to justice. Improved court procedures should guard against the involuntary waiver or other loss of rights in the selected legal areas and the disposition of cases by default or without appropriate information and regard for potential claims and defenses. Procedures should also encourage fair and expeditious voluntary dispute resolution, consistent with principles of judicial neutrality, and take into account that self-help services may be inadequate to meet the needs of unrepresented parties because of their relative education, income, language proficiency, and the skills needed to effectively advocate for themselves in light of the nature and complexity of the proceeding, particularly when the opposing party is represented by counsel.

**3. SCOPE**

- A. Contractor shall be the lead legal services agency for a Project that provides legal assistance to low income parties in civil cases affecting basic human needs pursuant to the Project.
- B. TBD [PARAGRAPH TO BE INSERTED WITH SPECIFICS OF THE PROGRAM FROM THE APPROVED GRANT PROPOSAL AFTER JCC APPROVES THE PROJECT]
- C. Contractor shall provide legal assistance only to eligible low income litigants who have family income at or below 200 percent of the federal poverty level.
- D. Contractor shall establish case intake and assessment procedures that utilizes uniform criteria as set forth in Government Code section 68651(b)(7) to determine whether to provide legal assistance to a litigant who requests services.
- E. Contractor shall maintain procedures for identifying conflicts of interest without violating any attorney-client privilege and protocols for referring litigants for representation when more than one party to a case apply and are found eligible for services.
- F. Contractor shall subcontract with appropriate legal services agencies or members of the private bar in an amount up to that set out in "Allowable Expenses" set out on

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Table 3 on Exhibit C, to provide services for those litigants who are eligible, but cannot be assisted by the Contractor.

**4. COLLABORATION OF LEGAL SERVICES AGENCIES AND THE COURTS**

- A. Project must be a partnership of Contractor and the Superior Court. The Partnership may include other legal services agencies and providers in the community.
- B. Contractor shall form a local advisory committee to include representatives of Contractor, judges from the Superior Court, court administration, and other agencies and providers that are part of the Project.
  - i. The role of the advisory committee is to facilitate the administration of the Project and to resolve issues that may arise during the course of the Project.
  - ii. The advisory committee must meet at least monthly during the first six months of the Project and no less than quarterly for the duration of the Project.
- C. Contractor shall work in conjunction with the court to implement and coordinate court procedures and services that the court adopts as part of the Project.
- D. Contractor must identify and make use of pro bono attorney services to the extent that those services are available in the community and it is practical to use them.

**5. RECORDS AND EVALUATION**

- A. Contractor shall fully participate in the evaluation of its Project that is required by Government Code section 68651(c). The Judicial Council Project Manager will consult with Contractor about the design of the evaluation.
- B. The Judicial Council Project Manager shall provide Contractor with data collection tools. Contractor shall collect data and maintain records as directed by the Judicial Council Project Manager.
- C. Contractor shall provide to the Judicial Council all data and records requested by the Judicial Council Project Manager or the Judicial Council's third party evaluator.

**6. TRAINING**

- A. Contractor must ensure that attorneys who provide legal assistance as part of the Project are in good standing with the State Bar of California.
- B. Contractor must provide training, mentoring, and continuing education to attorneys and other staff, including contract and pro bono attorneys, who provide legal assistance as part of the Project.

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**7. PERIODIC REPORTS**

Contractor shall provide periodic Project progress reports as requested by the Judicial Council Project Manager. Reports shall be submitted within the designated timeframes and in the format provided by the Judicial Council Project Manager.

**8. PARTNERSHIPS AND OTHER ASSOCIATED AGREEMENTS**

A. To accomplish the Work described herein, Contractor will be responsible for partnering and contracting separately with the entities listed below.

**i. Partners identified in the approved grant proposal**

B. To accomplish the Work described herein, Contractor will work with the entity below, with which the Judicial Council will enter into a separate contract.

**i. Superior Court of California, County of \_\_\_\_\_**

**9. CONTRACTOR'S RESPONSIBILITIES**

The Contractor will have the following responsibilities under this Contract:

- i. Work closely with the Judicial Council Project Manager;
- ii. Perform and prepare Work as delineated;
- iii. Proactively assist with resolution of issues with any aspect of the Work; and
- iv. Work with Judicial Council Project Manager to manage and coordinate work and knowledge transfer.

**10. JUDICIAL COUNCIL'S RESPONSIBILITIES**

The Judicial Council Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to Judicial Council management.

**10. AUTHORITY AND APPROVAL**

The Contractor is not authorized to make final and binding decisions or approvals on behalf of the Judicial Council. As required in this Agreement, the Contractor will obtain the necessary approvals from the Judicial Council Project Manager and/or the Business Services Manager as may be required.

***END OF EXHIBIT***

**EXHIBIT E**  
**ATTACHMENTS**

This Exhibit includes the following form(s):

Attachment 1, Acceptance and Signoff Form

*END OF EXHIBIT*

**EXHIBIT E  
ATTACHMENT @1  
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

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Date submitted: \_\_\_\_\_

Work is:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

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2) Complete:  yes  no. If no, please identify incomplete aspects of the Work.

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3) Technically accurate:  yes  no. If no, please note corrections required.

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.

Work is unacceptable as noted above.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*END OF ATTACHMENT*